

**BellSouth Telecommunications, Inc.**  
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Nashville, TN 37201-3300

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**Guy M. Hicks**

General Counsel

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October 9, 2001

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

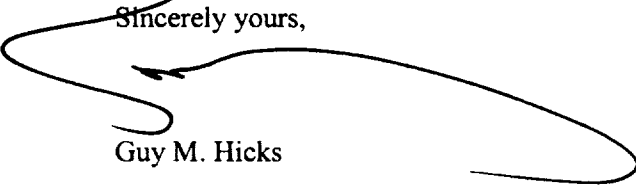
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Memphis Networkx LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 01-00806

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Memphis Networkx LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 19, 2001. The Amendment corrects the company's name, replaces Attachment 4, adds rates to Attachment 4, and replaces the rates in Attachment 2.

Thank you for your attention to this matter.

Sincerely yours,

  
Guy M. Hicks

cc: Ms. Carlotta Sampson, Memphis Networkx LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Memphis Networkx LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00806

**PETITION FOR APPROVAL OF THE  
AMENDMENT TO THE INTERCONNECTION AGREEMENT  
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.  
AND MEMPHIS NETWORKX LLC  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Memphis Networkx LLC ("Memphis Networkx") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 19, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Memphis Networkx and BellSouth state the following:

1. Memphis Networkx and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Memphis Networkx. The Interconnection Agreement was filed for approval by the Tennessee Regulatory Authority ("TRA") on September 17, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which corrects the Company's name, replaces Attachment 4, adds rates to Attachment 4 and replaces the rates in Attachment 2. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Memphis Networkx and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Memphis Networkx within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Memphis Networkx and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Memphis Networkx and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 9<sup>th</sup> day of Oct, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

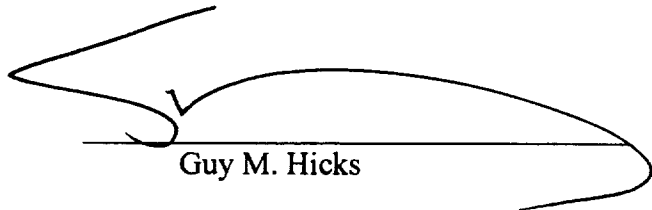
By: 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

## CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 9<sup>th</sup> day of Oct., 2001:

Ms. Carlotta Sampson  
Memphis Networkx  
7555 Appling Center Drive  
Memphis, TN 38133



Guy M. Hicks

Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And Memphis Networkx  
Dated June 19, 2001

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by Memphis Networkx ("Memphis Networkx") and BellSouth Telecommunications, Inc. ("BellSouth") on June 19, 2001. This Amendment ("Amendment") is made by and between Memphis Networkx and BellSouth and shall be deemed effective on the date executed by Memphis Networkx and BellSouth.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Memphis Networkx and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby mutually agree to delete Attachment 4 of the Agreement, with the exception of Exhibit A to Attachment 4, and replace it with the new Attachment 4, which is attached hereto and incorporated herein by this reference.
2. The Parties hereby mutually agree to delete the rates for all states other than Mississippi and Tennessee that are provided in Exhibit A to Attachment 4 of the Agreement. The Parties also agree to incorporate the new rates contained in Exhibit A-1, which is attached hereto and incorporated by this reference.
3. The Parties hereby mutually agree to delete in its entirety Exhibit C to Attachment 2 and replace it with the new Exhibit C, which is attached hereto and incorporated herein by this reference.
4. The Parties hereby mutually agree to delete the first paragraph in the General Terms and Conditions of the Agreement and replace it with the following:

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Memphis Networkx LLC, ("Memphis Networkx"), a Tennessee corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Memphis Networkx or both as a "Party" or "Parties."

5. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.
6. Either or both of the Parties are authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

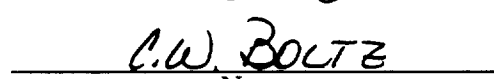
**Memphis Networkx**

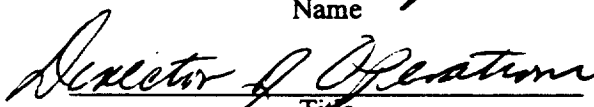
**BellSouth Telecommunications, Inc.**

  
Signature

  
Signature

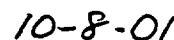
  
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**Attachment 4**

**Physical Collocation**

**BELLSOUTH****PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Memphis Networkx is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Memphis Networkx collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Memphis Networkx to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Memphis Networkx and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by Memphis Networkx may contemplate a request for space sufficient to accommodate Memphis Networkx's growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by Memphis Networkx may contemplate a request for space sufficient to accommodate Memphis Networkx's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate <<customer\_name>>'s requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Memphis Networkx's cost or materially delay Memphis Networkx's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Memphis Networkx wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocater; (c) used to provide

physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Memphis Networkx will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 **Use of Space.** Memphis Networkx shall use the Collocation Space for the purposes of installing, maintaining and operating Memphis Networkx's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 **Rates and Charges.** Memphis Networkx agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 **Due Dates.** If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 **Space Availability Report.** Upon request from Memphis Networkx, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from Memphis Networkx for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.



- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Memphis Networkx and inform Memphis Networkx of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow Memphis Networkx to collocate Memphis Networkx's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Memphis Networkx to have direct access to Memphis Networkx's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Memphis Networkx's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Memphis Networkx must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At Memphis Networkx's expense, Memphis Networkx may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Memphis Networkx and Memphis Networkx's Certified Supplier must comply with the more stringent local building code requirements. Memphis Networkx's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Memphis Networkx and provide, at Memphis Networkx's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Memphis Networkx to obtain the zoning, permits and/or other licenses. Memphis Networkx's Certified Supplier shall bill Memphis Networkx directly for all work performed for Memphis Networkx pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Memphis Networkx's Certified Supplier. Memphis Networkx must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Memphis

Networkx's locked enclosure prior to notifying Memphis Networkx. Upon request, BellSouth shall construct the enclosure for Memphis Networkx.

- 3.2.1 BellSouth may elect to review Memphis Networkx's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Memphis Networkx indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Memphis Networkx has indicated their desire to construct their own enclosure. If Memphis Networkx's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Memphis Networkx's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Memphis Networkx to remove or correct within seven (7) calendar days at Memphis Networkx's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared (Subleased) Caged Collocation. Memphis Networkx may allow other telecommunications carriers to share Memphis Networkx's caged collocation arrangement pursuant to terms and conditions agreed to by Memphis Networkx ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Memphis Networkx shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Memphis Networkx that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Memphis Networkx.
- 3.3.1 Memphis Networkx, as the Host shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Memphis Networkx with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Memphis Networkx shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall

require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.3.2 Memphis Networkx shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Memphis Networkx's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Memphis Networkx and in conformance with BellSouth's design and construction specifications. Further, Memphis Networkx shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Memphis Networkx elect such option, Memphis Networkx must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Memphis Networkx and Memphis Networkx's Certified Supplier must comply with the more stringent local building code requirements. Memphis Networkx's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Memphis Networkx's Certified Supplier shall bill Memphis Networkx directly for all work performed for Memphis Networkx pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Memphis Networkx's Certified Supplier. Memphis Networkx must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Memphis Networkx's locked enclosure prior to notifying Memphis Networkx.
- 3.4.2 Memphis Networkx must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Memphis Networkx's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. BellSouth shall require Memphis Networkx to remove or correct within seven (7) calendar days at

Memphis Networkx's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

- 3.4.3 Memphis Networkx shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Memphis Networkx's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Memphis Networkx's Certified Supplier shall be responsible, at Memphis Networkx's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services. BellSouth will permit Memphis Networkx to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language. At no point in time shall Memphis Networkx use the Collocation Space for the sole or primary purpose of cross-connecting to other CLECs.
  - 3.5.1 The CCXC, shall be provisioned through facilities owned by Memphis Networkx. Such connections to other carriers may be made using either optical or electrical facilities. Memphis Networkx may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Memphis Networkx may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Memphis Networkx is responsible for ensuring the integrity of the signal.
  - 3.5.2 Memphis Networkx shall be responsible for obtaining authorization from the other CLEC(s) involved. Memphis Networkx must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Memphis Networkx-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Memphis Networkx may have the option of constructing its own dedicated support structure.
4. Occupancy
  - 4.1 Occupancy. BellSouth will notify Memphis Networkx in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Memphis Networkx will schedule

and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Memphis Networkx that the collocation space is ready for occupancy. In the event that Memphis Networkx fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Memphis Networkx and billing will commence on the sixteenth day after BellSouth releases the collocation space. Memphis Networkx must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Memphis Networkx's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Memphis Networkx may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Memphis Networkx's right to occupy the Collocation Space in the event Memphis Networkx fails to comply with any provision of this Agreement.
- 4.2.1 Upon termination of occupancy, Memphis Networkx at its expense shall remove its equipment and other property from the Collocation Space. Memphis Networkx shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Memphis Networkx's Guests, unless Memphis Networkx's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Memphis Networkx shall continue payment of monthly fees to BellSouth until such date as Memphis Networkx, and if applicable Memphis Networkx's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth.. Should Memphis Networkx or Memphis Networkx's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Memphis Networkx or Memphis Networkx's Guest at Memphis Networkx's expense and with no liability for damage or injury to Memphis Networkx or Memphis Networkx's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Memphis Networkx's right to occupy Collocation Space, Memphis Networkx shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Memphis Networkx except for ordinary wear and tear, unless otherwise agreed to by the Parties. Memphis Networkx or Memphis Networkx's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Memphis Networkx shall be responsible for the cost of removing any enclosure, together with all support

structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

**5. Use of Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Memphis Networkx's failure to comply with this section.
- 5.1.3 Memphis Networkx shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Memphis Networkx submits an application for terminations that exceed the total capacity of the collocated equipment, Memphis Networkx will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.2 Memphis Networkx shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 Memphis Networkx shall place a plaque or other identification affixed to Memphis Networkx's equipment necessary to identify Memphis Networkx's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Memphis Networkx may elect to place Memphis Networkx-owned or Memphis Networkx-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Memphis Networkx will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Memphis Networkx will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Memphis Networkx's equipment in the Collocation Space. In the event Memphis Networkx utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Memphis Networkx must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Memphis Networkx is responsible for maintenance of the entrance facilities. At Memphis Networkx's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Memphis Networkx with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Memphis Networkx's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. Memphis Networkx may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Memphis Networkx's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Memphis Networkx must arrange with BellSouth for BellSouth to splice the Memphis

Networkx provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Memphis Networkx desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.

- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Memphis Networkx's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Memphis Networkx shall be responsible for providing, and a supplier certified by BellSouth ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Memphis Networkx or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Memphis Networkx's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Memphis Networkx must make arrangements with a Certified Supplier for such placement.
- 5.6 Memphis Networkx's Equipment and Facilities. Memphis Networkx, or if required by this Attachment, Memphis Networkx's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Memphis Networkx which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Memphis Networkx and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Memphis Networkx at least 48 hours before access to the Collocation Space is required. Memphis Networkx may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Memphis Networkx will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Memphis Networkx shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Memphis Networkx agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Memphis Networkx



or Memphis Networkx's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Memphis Networkx and returned to BellSouth Access Management within 15 calendar days of Memphis Networkx's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Memphis Networkx agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Memphis Networkx employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Memphis Networkx or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.8.1 BellSouth will permit one accompanied site visit to Memphis Networkx's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Memphis Networkx. Memphis Networkx must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Memphis Networkx desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Memphis Networkx may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event Memphis Networkx desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Memphis Networkx to access the Collocation Space accompanied by a security escort at Memphis Networkx's expense. Memphis Networkx must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Memphis Networkx shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Memphis Networkx shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Memphis Networkx shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Memphis Networkx violates the provisions of this paragraph, BellSouth shall give written notice to Memphis

Networkx, which notice shall direct Memphis Networkx to cure the violation within forty-eight (48) hours of Memphis Networkx's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Memphis Networkx fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Memphis Networkx's equipment. BellSouth will endeavor, but is not required, to provide notice to Memphis Networkx prior to taking such action and shall have no liability to Memphis Networkx for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Memphis Networkx fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Memphis Networkx or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Memphis Networkx shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Memphis Networkx in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Memphis Networkx at any time. Any damage caused to the Collocation Space by Memphis Networkx's employees, agents or representatives during the removal of such property shall be promptly repaired by Memphis Networkx at its expense.

- 5.12 Alterations. In no case shall Memphis Networkx or any person acting on behalf of Memphis Networkx make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Memphis Networkx. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Memphis Networkx shall be responsible for the general upkeep of the Collocation Space. Memphis Networkx shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Memphis Networkx that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Memphis Networkx or Memphis Networkx's Guest(s) initial equipment placement, Memphis Networkx shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event Memphis Networkx or Memphis Networkx's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, Memphis Networkx shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Memphis Networkx in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Memphis Networkx for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent

Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

- 6.4 Space Preferences. If Memphis Networkx has previously requested and received a Space Availability Report for the Premises, Memphis Networkx may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the Memphis Networkx's preference(s), Memphis Networkx may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Memphis Networkx of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Memphis Networkx, or differently configured, Memphis Networkx must resubmit its Application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Memphis Networkx or differently configured, Memphis Networkx must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Memphis Networkx of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of

space less than that requested by Memphis Networkx or differently configured, Memphis Networkx must resubmit its Application to reflect the actual space available. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies Memphis Networkx that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Memphis Networkx that BellSouth has no available space in the requested Premises, BellSouth will allow Memphis Networkx, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Memphis Networkx to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Memphis Networkx must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification. If Memphis Networkx has originally requested caged collocation space

and cageless collocation space becomes available, Memphis Networkx may refuse such space and notify BellSouth in writing within that time that Memphis Networkx wants to maintain its place on the waiting list without accepting such space. Memphis Networkx may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Memphis Networkx does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Memphis Networkx from the waiting list. Upon request, BellSouth will advise Memphis Networkx as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina and Mississippi, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the

Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Memphis Networkx to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Memphis Networkx submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.10.5 In Georgia, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Memphis Networkx or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Memphis Networkx an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require Memphis Networkx to submit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

- 6.12.1 In Alabama, Kentucky, North Carolina, and Tennessee, Memphis Networkx shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Memphis Networkx has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Memphis Networkx's Bona Fide Application.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Memphis Networkx shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Memphis Networkx's Bona Fide Application or the Application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Memphis Networkx's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Memphis Networkx submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Memphis Networkx submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Memphis Networkx submits such a forecast less than two (2) months prior to



the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Memphis Networkx at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 7.1.1.1 To be considered a timely and accurate forecast, Memphis Networkx must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Memphis Networkx cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 7.1.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under

ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually

agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.8 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Memphis Networkx installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Memphis Networkx or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and Memphis Networkx will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Memphis Networkx during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Memphis Networkx will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying Memphis Networkx that the collocation space is ready for occupancy. In the event that Memphis Networkx fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be

deemed accepted by Memphis Networkx. BellSouth will correct any deviations to Memphis Networkx's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 7.5 Use of BellSouth Certified Supplier. Memphis Networkx shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Memphis Networkx and Memphis Networkx's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Memphis Networkx must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Memphis Networkx with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Memphis Networkx's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Memphis Networkx upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Memphis Networkx directly for all work performed for Memphis Networkx pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Memphis Networkx or any supplier proposed by Memphis Networkx. All work performed by or for Memphis Networkx shall conform to generally accepted industry guidelines and standards.
- 7.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Memphis Networkx shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Memphis Networkx's Collocation Space. Upon request, BellSouth will provide Memphis Networkx with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Memphis Networkx. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.7 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Memphis Networkx may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Memphis Networkx, such information will be provided to Memphis Networkx in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Memphis Networkx within 180 calendar days of BellSouth's written denial of Memphis Networkx's request for physical collocation, (ii) BellSouth had knowledge that the space was going to

become available, and (iii) Memphis Networkx was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Memphis Networkx may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Memphis Networkx must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.8.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.8.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.9 Cancellation. If, at anytime prior to space acceptance, Memphis Networkx cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Memphis Networkx cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Memphis Networkx for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.10 Licenses. Memphis Networkx, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.11 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

**8. Rates and Charges**

- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Memphis Networkx's current billing cycle and is non-refundable.
- 8.2 **Space Preparation**
- 8.2.1 **Recurring Charges.** The recurring charges for space preparation begin on the date Memphis Networkx executes the written document accepting the collocation space pursuant to section 4 or on the date Memphis Networkx first occupies collocation space, whichever is first. If Memphis Networkx fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Memphis Networkx for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.2.2 Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. Memphis Networkx shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Memphis Networkx opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Memphis Networkx as prescribed in this Section 8.
- 8.2.3 **Space Preparation Fee (Florida).** Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Memphis Networkx shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Memphis Networkx opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Memphis Networkx as prescribed in this Section 8.
- 8.2.4 **Space Preparation Fee (Georgia).** In Georgia, the Space Preparation Fee is a one time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7016 U. In the event

Memphis Networkx opts for non enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Memphis Networkx as prescribed in Section 8 and will be billed based upon Memphis Networkx's first billing cycle after Firm Order.

- 8.2.5 Space Preparation Fee (North Carolina). In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by Memphis Networkx on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Memphis Networkx opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Memphis Networkx as described in this Section 8.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Memphis Networkx shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Memphis Networkx shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Memphis Networkx's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Memphis Networkx shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.4.1 The recurring charges for floor space begin on the date Memphis Networkx executes the written document accepting the collocation space pursuant to section 4 or on the date Memphis Networkx first occupies collocation space, whichever is first. If Memphis Networkx fails to schedule and complete an acceptance walk through within fifteen (15) days after BellSouth releases the space for occupancy, BellSouth shall begin billing Memphis Networkx for recurring charges as of the sixteenth day after BellSouth releases the collocation space.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Memphis Networkx's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Memphis Networkx's option within the Premises.

- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Memphis Network's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Memphis Network's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Memphis Network's BellSouth Certified power Supplier. Memphis Network is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Memphis Network's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Memphis Network must provide BellSouth a copy of the engineering power specification prior to the day on which Memphis Network's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Memphis Network's arrangement area. Memphis Network shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Memphis Network's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Memphis Network shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Memphis Network has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Memphis Network's dedicated power plant results in construction of a new power plant room, upon termination of Memphis Network's right to occupy collocation space at such site, Memphis Network shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Memphis Network elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Memphis Network's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Memphis Network's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Memphis Network's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At



Memphis Networkx's option, Memphis Networkx may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.5.4 In Louisiana, Memphis Networkx has the option to purchase power directly from an electric utility company. Under such an option, Memphis Networkx is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a certified vendor hired by Memphis Networkx. Memphis Networkx must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Memphis Networkx in provisioning said power will be billed on an ICB basis.
- 8.6 Security Escort. A security escort will be required whenever Memphis Networkx or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Memphis Networkx shall pay for such half-hour charges in the event Memphis Networkx fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Memphis Networkx will pay a late payment charge of the lessor of one and one half percent or the legal interest rate assessed monthly on any balance which remains unpaid after the payment due date.
9. Insurance
- 9.1 Memphis Networkx shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Memphis Networkx shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00).

BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Memphis Networkx's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Memphis Networkx may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Memphis Networkx to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Memphis Networkx shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Memphis Networkx's property has been removed from BellSouth's Premises, whichever period is longer. If Memphis Networkx fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Memphis Networkx.
- 9.5 Memphis Networkx shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Memphis Networkx shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Memphis Networkx's insurance company. Memphis Networkx shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 9.6 Memphis Networkx must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 **Self-Insurance.** If Memphis Networkx's net worth exceeds five hundred million dollars (\$500,000,000), Memphis Networkx may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Memphis Networkx shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Memphis Networkx in the event that self-insurance status is not granted to Memphis Networkx. If BellSouth approves Memphis Networkx for self-insurance, Memphis Networkx shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Memphis Networkx's corporate officers. The ability to self-insure shall continue so long as the Memphis Networkx meets all of the requirements of this Section. If the Memphis Networkx subsequently no longer satisfies this Section, Memphis Networkx is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Memphis Networkx to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
- 10. Mechanics Liens**
- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Memphis Networkx), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of Memphis Networkx's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Memphis Networkx's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Memphis Networkx adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Memphis Networkx with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, Memphis Networkx will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Memphis Networkx employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Memphis Networkx employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Memphis Networkx shall not be required to perform this investigation if an affiliated company of Memphis Networkx has performed an investigation of the Memphis Networkx employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Memphis Networkx has performed a pre-employment statewide investigation of criminal history records of the Memphis Networkx employee for the states/counties where the Memphis Networkx employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Memphis Networkx will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Memphis Networkx shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the Memphis Networkx's name. BellSouth reserves the right to remove from its premises any employee of Memphis Networkx not possessing identification issued by Memphis Networkx or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Memphis Networkx shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Memphis Networkx shall be solely responsible for ensuring that any Guest of Memphis Networkx is in compliance with all subsections of this Section 12.
- 12.4 Memphis Networkx shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Memphis Networkx shall not assign to the

BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Memphis Networkx personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Memphis Networkx chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Memphis Networkx may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 Memphis Networkx shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Memphis Networkx shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Memphis Networkx employee or agent hired by Memphis Networkx within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this agreement, Memphis Networkx shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Memphis Networkx will disclose the nature of the convictions to BellSouth at that time. In the alternative, Memphis Networkx may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Memphis Networkx employees requiring access to a BellSouth Premises pursuant to this Attachment, Memphis Networkx shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Memphis Networkx shall promptly remove from BellSouth's Premises any employee of Memphis Networkx BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Memphis Networkx is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Memphis Networkx's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Memphis Networkx's Security contact of such interview. Memphis Networkx and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Memphis Networkx's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Memphis Networkx for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Memphis Networkx's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Memphis Networkx for BellSouth property which is stolen or damaged where an investigation determines the culpability of Memphis Networkx's employees, agents, or contractors and where Memphis Networkx agrees, in good faith, with the results of such investigation. Memphis Networkx shall notify BellSouth in writing immediately in the event that Memphis Networkx discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Memphis Networkx shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
13. **Destruction of Collocation Space**
- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Memphis Networkx's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other

written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Memphis Network's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Memphis Network, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Memphis Network may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Supplier. If Memphis Network's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Memphis Network. Where allowed and where practical, Memphis Network may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Memphis Network shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Memphis Network's permitted use, until such Collocation Space is fully repaired and restored and Memphis Network's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Memphis Network has placed an Adjacent Arrangement pursuant to Section 3, Memphis Network shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Memphis Network shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

**15. Nonexclusivity**

- 15.1 Memphis Networkx understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis



## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Memphis Networkx agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Memphis Networkx shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Memphis Networkx should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Memphis Networkx to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Memphis Networkx will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Memphis Networkx when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Memphis Networkx space with proper notification. BellSouth reserves the right to stop any Memphis Networkx work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Memphis Networkx are owned by Memphis Networkx. Memphis Networkx will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written

BellSouth approval, no substantial new safety or environmental hazards can be created by Memphis Networkx or different hazardous materials used by Memphis Networkx at BellSouth Facility. Memphis Networkx must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Memphis Networkx to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Memphis Networkx will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Memphis Networkx will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Memphis Networkx must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Memphis Networkx shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Memphis Networkx agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Memphis Networkx further agrees to cooperate with BellSouth to ensure that Memphis Networkx's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Memphis Networkx, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all application local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&amp;SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&amp;C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact E/S Management)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions



COLLOCATION  
Mississippi

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
							Rec	Nonrecurring		First	Add'l	Nonrecurring Disconnect	Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-Add'l	Charge - Manual Svc Order vs. Manual Svc Order vs.	SOMAN																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.

COLLOCATION  
Tennessee

CATEGORY	NOTE	UMBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES				OSS RATES						
							Nonrecurring		First	Add'l	Submitted Elec per LSR	Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st		Incremental Charge - Manual Svc Order vs. Add'l	Incremental Charge - Manual Svc Order vs. SOMAN	
							Rec	First					Svc Order vs. Electronic-1st	Svc Order vs. Add'l			
<b>PHYSICAL COLLOCATION</b>																	
		Co-Carrier Cross-Connect-Copper or Coaxial Cable Support Structure-Per linear ft.			CLO	PE1DS	\$0.004	\$540.00		\$540.00							
		Co-Carrier Cross-Connect-Fiber Cable Support Structure-Per linear ft.			CLO	PE1ES	\$0.003	\$540.00		\$540.00							
<b>ADJACENT COLLOCATION</b>																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.089										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$8.08										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.033	\$33.82		\$31.92							
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,U,D,L,U CL,CLO USL,CL	PE1P4	\$0.066	\$33.94		\$31.95							
		Adjacent Collocation - DS1 Cross-Connects			O	PE1P1	\$1.51	\$53.27		\$40.16							
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$19.26	\$52.37		\$38.89							
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.82	\$52.37		\$38.89							
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$8.79	\$85.03		\$51.55							
		Adjacent Collocation - Application Fee			CLO	PE1JB		\$3,180.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.60										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$38.84										
* Interim rates which are subject to true-up.																	
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	



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Unbundled Network Elements  
MISSISSIPPI

Attachment 2  
Exhibit C

	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	1	UHL	UHL2W	10.87	204.56	128.86	100.05	15.75		25.52	11.34	16.06	16.06
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2W	14.4	204.56	128.86	100.05	15.75		25.52	11.34	16.06	16.06
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2W	20.58	204.56	128.86	100.05	15.75		25.52	11.34	16.06	16.06
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4	4	UHL	UHL2W	27.16	204.56	128.86	100.05	15.75		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OOOHL	45.27									
	3-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP													
	3-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP - Zone 1	1	UHL	UHL2X	8.5	504.82	456.24	105.86	57.25		25.52	11.34	16.06	16.06
	3-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	11.26	504.82	456.24	105.86	57.25		25.52	11.34	16.06	16.06
	3-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	16.1	504.82	456.24	105.86	57.25		25.52	11.34	16.06	16.06
	3-Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4	4	UHL	UHL2X	21.25	504.82	456.24	105.86	57.25		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OOOHL	45.27									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP													
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4X	10.36	531.21	482.63	105.86	57.25		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4X	13.73	531.21	482.63	105.86	57.25		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4X	19.82	531.21	482.63	105.86	57.25		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4	4	UHL	UHL4X	25.9	531.21	482.63	105.86	57.25		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OOOHL	45.27									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4W	10.36	221.85	148.16	100.05	15.75		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL4W	13.73	221.85	148.16	100.05	15.75		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL4W	19.82	221.85	148.16	100.05	15.75		25.52	11.34	16.06	16.06
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4	4	UHL	UHL4W	25.9	221.85	148.16	100.05	15.75		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UHL	OOOHL	45.27									
	4-WIRE DS1 DIGITAL LOOP													
	4-Wire DS1 Digital Loop - Zone 1	1	USL	USL1X	50.99	598.09	373.9	133.53	55.25		25.52	11.34	16.06	16.06
	4-Wire DS1 Digital Loop - Zone 2	2	USL	USL1X	67.84	598.09	373.9	133.53	55.25		25.52	11.34	16.06	16.06
	4-Wire DS1 Digital Loop - Zone 3	3	USL	USL1X	84.69	598.09	373.9	133.53	55.25		25.52	11.34	16.06	16.06
	4-Wire DS1 Digital Loop - Zone 4	4	USL	USL1X	127.4	598.09	373.9	133.53	55.25		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		USL	OOOHL	48.17									
	4-WIRE 19.2 Kbps DS3 DIGITAL GRADE LOOP													
	4-Wire Unbundled Digital 19.2 Kbps - Zone 1	1	UOL	UOL19	25.61	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital 19.2 Kbps - Zone 2	2	UOL	UOL19	33.84	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital 19.2 Kbps - Zone 3	3	UOL	UOL19	42.51	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital 19.2 Kbps - Zone 4	4	UOL	UOL19	64.02	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 96 Kbps - Zone 1	1	UOL	UOL56	25.61	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 96 Kbps - Zone 2	2	UOL	UOL56	33.84	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 96 Kbps - Zone 3	3	UOL	UOL56	42.51	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 96 Kbps - Zone 4	4	UOL	UOL56	64.02	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UOL	OOOHL	45.27									
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 1	1	UOL	UOL64	25.61	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 2	2	UOL	UOL64	33.84	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 3	3	UOL	UOL64	42.51	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	4-Wire Unbundled Digital Loop 64 Kbps - Zone 4	4	UOL	UOL64	64.02	489	337.93	128.36	64.35		25.52	11.34	16.06	16.06
	Order Coordination for Specified Conversion Time (per LSR)		UOL	OOOHL	45.27									
	3-WIRE UNBUNDLED COPPER LOOP													
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	1	UOL	UOLPB	16.85	262.94	163.41	119.58	22.26		19.99	19.99	19.99	19.99
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	2	UOL	UOLPB	22.34	262.94	163.41	119.58	22.26		19.99	19.99	19.99	19.99

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DATE: 10/2/2019



OPERATOR SERVICES AND DIRECTORY ASSISTANCE									
OPERATOR CALL PROCESSING									
Operator Call Processing - Operator Provided, Per Min. - Using BST LIDB									
				1.2					
Operator Call Processing - Operator Provided, Per Min. - Using Foreign LIDB									
				1.24					
Operator Call Processing - Fully Automated, per Call - Using BST LIDB									
				0.2					
Operator Call Processing - Fully Automated, per Call - Using Foreign LIDB									
				0.2					
INWARD OPERATOR SERVICES									
Inward Operator Services - Verification, Per Minute									
				1.15					
Inward Operator Services - Verification and Emergency Interrupt - Per Minute									
				1.15					
BRANDING - OPERATOR CALL PROCESSING									
Recording of Custom Branded OA Announcement									
					7000				
Loading of Custom Branded OA Announcement per #allNAV									
					500				
CBAOS									
								19.99	19.99
CBAOL									
								19.99	19.99
DIRECTOR ASSISTANCE SERVICES									
Directory Assistance Access Service									
				0.275					
DIRECTOR ASSISTANCE CALL COMPLETION ACCESS SERVICE (DIACS)									
Directory Assistance Call Completion Access Service (DIACS), Per Call Attempt									
				0.1					
UNBRANDING									
DIRECTORY TRANSPORT									
Directory Transport - Local Channel DS1									
				38.91	435.28	46.85	33.02	59.58	27.41
Directory Transport - DS1 Level Interoffice Per Mile									
				0.6598					27.41
Directory Transport - DS1 Level Interoffice Per Facility Termination									
				74.4	147.31	26.56	21.61	25.52	11.34
Switched Common Transport Per DA Access Service Per Call									
				0.000297					11.34
Switched Common Transport Per DA Access Service Per Mile									
				0.000297					11.34
Access Tandem Switching Per DA Access Service Per Call									
				0.000297					11.34
Directory Transport - Installation NRC, Per Trunk or Signaling Connection									
				0.0023713	5.85			171.49	5.85
DIRECTOR ASSISTANCE DATA BASE SERVICE (DIADS)									
Directory Assistance Data Base Service Charge Per Listing									
				0.04					
DIRECTOR ASSISTANCE DATA BASE SERVICE, per month									
				150					
BRANDING - DIRECTORY ASSISTANCE									
Custom Branding Announcement, per Recording to be used with the provision of DA									
					3000				
Loading of Custom Branded Announcement per DRAM Card/Switch									
					890				
SELECTIVE ROUTING									
Selective Routing Per Unique Line Class Code Per Request Per Switch									
					227.99			43.52	9.99
VIRTUAL COLLOCATION									
Virtual Collocation - 2-wire Cross Connects (loop)									
				0.3996	30.93	29.59	11.43	19.99	19.99
Virtual Collocation-2 Wire Cross Connects (loop) for Line Splitting									
				0.3996	30.93	29.59	11.43	19.99	19.99
Virtual Collocation - 2-wire Cross Connects (port)									
				0.3996	30.93	29.59	11.43	19.99	19.99
Virtual Collocation - 4-wire Cross Connects (loop)									
				0.7992	31.17	29.77	11.43	19.99	19.99
Virtual Collocation - 4-wire Cross Connects (port)									
				0.7992	31.17	29.77	11.43	19.99	19.99
Virtual Collocation - 2-Fiber Cross Connects									
				15.64	41.56	29.62	10.54	19.99	19.99
Virtual Collocation - 4-Fiber Cross Connects									
				28.11	50.53	38.78	14.35	19.99	19.99
Virtual Collocation - DS1 Cross Connects									
				7.5	155	14		19.99	19.99
AIR SELECTIVE CARRIER ROUTING									
Regional Service Establishment									
					391788			19.99	19.99
End Office Establishment									
					320.53			19.99	19.99
Line/Port NRC, per end user									
					2.06			19.99	19.99
Query NRC, per query									
				0.000448					
AIR - BELL SOUTH AIR SMS ACCESS SERVICE									
AIR SMS Access Service - Service Establishment, Per State, Initial Setup									
					174.03	135.96		25.52	18.06
AIR SMS Access Service - Port Connection - Dual/Shared Access									
					53.47	37.7		25.52	18.06
AIR SMS Access Service - Port Connection - ISDN Access									
					53.47	37.7		25.52	18.06
AIR SMS Access Service - User Identification Codes - Per User ID Code									
					129.83	79.91		25.52	18.06
AIR SMS Access Service - Security Card, Per User ID Code, Initial or Replacement									
					131.54	45.77		25.52	18.06
AIR SMS Access Service - Storage, Per Unit (100 kilobytes)									
				0.0029					
AIR SMS Access Service - Session, Per Minute									
				0.097585					
AIR SMS Access Service - Company Performed Session, Per Minute									
				2.09					
AIR - BELL SOUTH AIR TOOL KIT SERVICE									
AIR Tool Kit Service - Service Establishment Charge, Per State, Initial Setup									
					169.31	135.96		25.52	18.06
AIR Tool Kit Service - Training Session, Per Country									
					8379	37.7		25.52	18.06
AIR Tool Kit Service - Trigger Access Charge, Per Trigger, Per DN, Term Attempt									
					39.3	37.7		25.52	18.06
AIR Tool Kit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay									
					39.3	37.7		25.52	18.06
AIR Tool Kit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate									
					39.3	37.7		25.52	18.06
AIR Tool Kit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP									
					108.9	48.44		25.52	18.06



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		Interoffice Transport - Dedicated - 2-Wire Voice Grade combination - Facility Termination per month		UNCVX UNCVX	UITV2 UNOCO	24.75	11.17	14.29	14.29		31.26 31.26	31.26 31.26	3.91 3.91
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge											
		4-WIRE VOICE GRADE EXTENDED LOOP/4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)											
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	22.38							
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	29.67							
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.4							
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 4	4	UNCVX	UEAL4	55.96							
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month		UNCVX	IL5XX	0.0112							
		Termination per month											
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNCVX UNCVX	UITV4 UNOCO	21.75	11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		DBS3 DIGITAL EXTENDED LOOP WITH DEDICATED DBS3 INTEROFFICE TRANSPORT (EEL)											
		High Capacity Unbundled Local Loop - DBS3 combination - Per Mile per month		UNC3X	IL5ND	14.16							
		High Capacity Unbundled Local Loop - DBS3 combination - Facility Termination per month		UNC3X UNC3X	UE3PX IL5XX	398.3 5.43							
		Interoffice Transport - Dedicated - DBS3 - Per Mile per month		UNC3X	UITF3	705.42							
		Interoffice Transport - Dedicated - DBS3 combination - Facility Termination per month		UNC3X UNC3X	UNOCO		11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge											
		BT1S1 DIGITAL EXTENDED LOOP WITH DEDICATED BT1S1 INTEROFFICE TRANSPORT (EEL)											
		High Capacity Unbundled Local Loop - BT1S1 combination - Per Mile per month		UNC3X	IL5ND	14.16							
		High Capacity Unbundled Local Loop - BT1S1 combination - Facility Termination per month		UNC3X UNC3X	UDLS1 IL5XX	411.34 5.43							
		Interoffice Transport - Dedicated - BT1S1 combination - Per Mile per month		UNC3X	UITF3	707.97							
		Interoffice Transport - Dedicated - BT1S1 combination - Facility Termination per month		UNC3X UNC3X	UNOCO		11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge											
		3-WIRE ISDN EXTENDED LOOP WITH DB1 INTEROFFICE TRANSPORT (EEL)											
		First 2-Wire ISDN Loop in a DB1 Interoffice Combination Transport - Zone 1	1	UNC3X	UITL2X	21.86							
		First 2-Wire ISDN Loop in a DB1 Interoffice Combination Transport - Zone 2	2	UNC3X	UITL2X	28.97							
		First 2-Wire ISDN Loop in a DB1 Interoffice Combination Transport - Zone 3	3	UNC3X	UITL2X	41.4							
		First 2-Wire ISDN Loop in a DB1 Interoffice Combination Transport - Zone 4	4	UNC3X	UITL2X	54.64							
		Interoffice Transport - Dedicated - DB1 combination - Per Mile		UNC3X	IL5XX	0.2269							
		Interoffice Transport - Dedicated - DB1 combination - Facility Termination per month		UNC3X	UITF1	63							
		Channelization - Channel System DB1 to DB3 combination - per month		UNC3X	MO1	125.29							
		Additional 2-wire ISDN Loop in same DB1 Interoffice Transport Combination - Zone 1	1	UNC3X	UC1CA	3.19							
		Additional 2-wire ISDN Loop in same DB1 Interoffice Transport Combination - Zone 2	2	UNC3X	UITL2X	21.86							
		Additional 2-wire ISDN Loop in same DB1 Interoffice Transport Combination - Zone 3	3	UNC3X	UITL2X	28.97							
		Additional 2-wire ISDN Loop in same DB1 Interoffice Transport Combination - Zone 4	4	UNC3X	UITL2X	41.4							
		2-wire ISDN COCI (BRITTE) - DB1 to DB3 Channel System combination - per month		UNC3X	UITL2X	54.64							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UC1CA	3.19	11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		4-WIRE DB1 DIGITAL EXTENDED LOOP WITH DEDICATED BT1S1 INTEROFFICE TRANSPORT (EEL)											
		First DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 1	1	UNC3X	USLXX	50.99							
		First DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 2	2	UNC3X	USLXX	67.58							
		First DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 3	3	UNC3X	USLXX	86.58							
		First DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 4	4	UNC3X	USLXX	127.4							
		Interoffice Transport - Dedicated - BT1S1 combination - Per Mile Per Month		UNC3X	IL5XX	5.43							
		Interoffice Transport - Dedicated - BT1S1 combination - Facility Termination		UNC3X	UITF3	707.97							
		BT1S1 to DB1 Channel System combination per month		UNC3X	MO3	207.67							
		Additional DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 1	1	UNC3X	UC1D1	15.78							
		Additional DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 2	2	UNC3X	USLXX	50.99							
		Additional DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 3	3	UNC3X	USLXX	67.58							
		Additional DB1 Loop in BT1S1 Interoffice Transport Combination - Zone 4	4	UNC3X	USLXX	86.58							
		DBS3 Interoffice Unit (DB1 COCI) combination per month		UNC3X	UC1D1	15.78							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNOCO		11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)											
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1	1	UNC3X	UDL56	25.61							
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2	2	UNC3X	UDL56	33.94							
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3	3	UNC3X	UDL56	48.51							
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 4	4	UNC3X	UDL56	64.02							
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile		UNC3X	IL5XX	0.0112							
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination		UNC3X	UITF3	707.97							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNOCO	17.24	11.17	14.29	14.29		31.26 31.26	3.91 3.91	
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)											
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1	1	UNC3X	UDL64	25.61							
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2	2	UNC3X	UDL64	33.94							
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3	3	UNC3X	UDL64	48.51							
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 4	4	UNC3X	UDL64	64.02							
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile		UNC3X	IL5XX	0.0112							
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination		UNC3X	UITF3	707.97							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge		UNC3X	UNOCO	17.24	11.17	14.29	14.29		31.26 31.26	3.91 3.91	

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	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled PBX LD Terminal Switchboard DO Capable Port	UEPVE	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 2-Wire PBX Hotel/Hospital Economy Administrative Calling Port	UEPXL	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 2-Wire PBX Hotel/Hospital Economy Room Calling Port	UEPXM	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 1-Wire Outgoing PBX Hotel/Hospital Discount Room Calling Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 2-Wire PBX Mississippi Local Economy Calling Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 2-Wire PBX Mississippi Local Economy Calling Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 2-Wire PBX Mississippi Local Optional Calling Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	2-Wire Voice Unbundled 1-Wire Outgoing PBX Measured Port	UEPXD	2.11	22.98	22.98	6.56	25.52	11.34	16.06
	Subsequent Activity	USASC	0	0	0	6.56	25.52	11.34	16.06
FEATURES	All Available Vertical Features	UEPVE	6.75	0	0	6.56	25.52	11.34	16.06
EXCHANGE PORT RATES (COIN)	Exchange Ports - Coin Port	UEPVE	2.32	22.98	22.98	6.56	25.52	11.34	16.06
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.									
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFN New Business Request Process. Rates for the packet capabilities will be determined via the BFN Fide Request/New Business Request Process.									
UNBUNDLED LOCAL SWITCHING, PORT USAGE									
	End Office Switching (Port Usage)								
	End Office Switching Function - Per MOU		0.0023771						
	End Office Switch Port - Shared, Per MOU		0.001927						
	Tandem Switching (Port Usage) (Local or Access Tandem)								
	Tandem Switching Function - Per MOU		0.0007634						
	Tandem Switch Port - Shared, Per MOU		0.0002634						
	Common Transport								
	Common Transport - Per Mile, Per MOU		0.0000091						
	Common Transport - Facilities Termination Per MOU		0.0004281						
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES									
Cost Based Rates are applied where SwitchSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rates section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations. For Georgia and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combinations and the first and additional Port nonrecurring charges apply to Not Currently Combined Combinations. For Currently Combined Combinations in GA, TN and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.									
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (NEE)									
	UNE Port/Loop Combination Rates								
	2-Wire VG Loop/Port Combo - Zone 1	1	18.71						
	2-Wire VG Loop/Port Combo - Zone 2	2	21.45						
	2-Wire VG Loop/Port Combo - Zone 3	3	29.75						
	2-Wire VG Loop/Port Combo - Zone 4	4	38.59						
	UNE Loop Rates								
	2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPLX	14.59					
	2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPLX	19.33					
	2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPLX	27.63					
	2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPLX	36.47					
	2-Wire Voice Grade Line Port Rates (Res)								
	2-Wire voice unbundled port - residence		UEPRX	2.12					
	2-Wire voice unbundled port with Caller ID - res		UEPRC	2.12					
	2-Wire voice unbundled port with Caller ID - res		UEPRC	2.12					
	2-Wire voice Grade unbundled Mississippi extended local dialing party port with Caller ID - res		UEPAT	2.12					
	2-Wire voice unbundled res, low usage line port with Caller ID (LUM)		UEPAP	2.12					
FEATURES	All Features Offered								
LOCAL NUMBER PORTABILITY	Local Number Portability (1 per port)		UEPVE	6.75	0	0			
			LNPCX	0.35					
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED									
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPRX	5.2	0.41				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with charge		UEPRX	5.2	0.41				
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update			2.87					
ADDITIONAL NRCs									
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX	0	0	0			

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<b>2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)</b>									
<b>LINE PORT Loop Combination Rates</b>									
2-Wire VG Loop/Port Combo - Zone 1	1							15.71	
2-Wire VG Loop/Port Combo - Zone 2	2							21.45	
2-Wire VG Loop/Port Combo - Zone 3	3							29.75	
<b>LINE Loop Rates</b>									
2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX						14.59	
2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX						19.33	
2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX						27.63	
2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPRX						36.47	
<b>2-Wire Voice Grade Line Port (Bus)</b>									
2-Wire voice unbundled port without Caller ID - Bus		UEPRX						2.12	
2-Wire voice unbundled port with Caller ID - Bus		UEPRX						2.12	
2-Wire voice unbundled port originating only - Bus		UEPRX						2.12	
2-Wire voice grade unbundled Mississippi extended local dialing party port with Caller ID - Bus		UEPRX						2.12	
2-Wire voice unbundled incoming only port with Caller ID - Bus		UEPRX						2.12	
<b>LOCAL NUMBER PORTABILITY</b>									
Local Number Portability (1 per port)		UEPRX						0.35	
<b>FEATURES</b>									
All Features Offered		UEPRX						0	
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>									
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is		UEPRX						5.2	
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change		UEPRX						5.2	
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update		UEPRX						2.87	
<b>ADDITIONAL NRCs</b>									
2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX						43.52	
<b>3-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)</b>									
<b>LINE PORT Loop Combination Rates</b>									
2-Wire VG Loop/Port Combo - Zone 1	1							16.71	
2-Wire VG Loop/Port Combo - Zone 2	2							21.45	
2-Wire VG Loop/Port Combo - Zone 3	3							29.75	
2-Wire VG Loop/Port Combo - Zone 4	4							36.59	
<b>LINE Loop Rates</b>									
2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX						14.59	
2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX						19.33	
2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX						27.63	
2-Wire Voice Grade Loop (SL1) - Zone 4	4	UEPRX						36.47	
<b>2-Wire Voice Grade Line Port Rates (RES - PBX)</b>									
2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res		UEPRX						2.12	
<b>LOCAL NUMBER PORTABILITY</b>									
Local Number Portability (1 per port)		UEPRX						3.5	
<b>FEATURES</b>									
All Features Offered		UEPRX						6.75	
<b>NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED</b>									
2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch-as-is		UEPRX						5.2	
2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch with change		UEPRX						5.2	
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update		UEPRX						2.87	
<b>ADDITIONAL NRCs</b>									
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity		UEPRX						0	
PBX Subsequent Activity - Change/Recharge Mainline Hunt Group		UEPRX						14.64	
<b>3-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)</b>									
<b>LINE PORT Loop Combination Rates</b>									
2-Wire VG Loop/Port Combo - Zone 1	1							16.71	
2-Wire VG Loop/Port Combo - Zone 2	2							21.45	
2-Wire VG Loop/Port Combo - Zone 3	3							29.75	
2-Wire VG Loop/Port Combo - Zone 4	4							36.59	
<b>LINE Loop Rates</b>									

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4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDTTS TRUNK PORT									
UNE Port Loop Combination Rates									
4-Wire DS1 Digital Loop/4-Wire DDTTS Trunk Port - UNE Zone 1	1	UEPDC						180.01	19.99
4-Wire DS1 Digital Loop/4-Wire DDTTS Trunk Port - UNE Zone 2	2	UEPDC						285.67	19.99
4-Wire DS1 Digital Loop/4-Wire DDTTS Trunk Port - UNE Zone 3	3	UEPDC						324.14	19.99
4-Wire DS1 Digital Loop/4-Wire DDTTS Trunk Port - UNE Zone 4	4	UEPDC						639.4	19.99
UNE Loop Rates									
4-Wire DS1 Digital Loop - UNE Zone 1	1	UEPDC						50.99	19.99
4-Wire DS1 Digital Loop - UNE Zone 2	2	UEPDC						251.18	19.99
4-Wire DS1 Digital Loop - UNE Zone 3	3	UEPDC						568.44	19.99
4-Wire DS1 Digital Loop - UNE Zone 4	4	UEPDC						504.28	19.99
UNE Port Rate									
4-Wire DDTTS Digital Trunk Port		UEPDC						72.96	19.99
NONRECURRING CHARGES - CURRENTLY COMBINED									
4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Switch-as-is		UEPDC						259.07	19.99
4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Conversion with DS1 Changes		UEPDC						258.63	19.99
4-Wire DS1 Digital Loop / 4-Wire DDTTS Trunk Port Combination - Conversion with Change - Trunk		UEPDC						258.63	19.99
ADDITIONAL NRCA									
4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - NRCA - Subsequent Channel Activation/Chan - 1-Way Outward Trunk		UEPDC						28.91	19.99
4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk		UEPDC						28.91	19.99
4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Channel Activation/Chan - Inward Trunk w/out DID		UEPDC						28.91	19.99
4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Chan Activation Per Chan - Inward Trunk with DID		UEPDC						28.91	19.99
4-Wire DS1 Loop / 4-Wire DDTTS Trunk Port - Subsequent Chan Activation / Chan - 2-Way DID w/ User Trans		UEPDC						28.91	19.99
BIPOLAR 8 ZERO SUBSTITUTION									
8025 - Superframe Format		UEPDC						600	19.99
8025 - Extended Superframe Format		UEPDC						600	19.99
Alternate Mark Inversion									
AM - Superframe Format		UEPDC						0	19.99
AM - Extended Superframe Format		UEPDC						0	19.99
Telephone Number/Trunk Group Establishment Charges									
Telephone Number for 2-Way Trunk Group		UEPDC						0	19.99
Telephone Number for 1-Way Outward Trunk Group		UEPDC						0	19.99
Telephone Number for 1-Way Inward Trunk Group Without DID		UEPDC						0	19.99
DID Numbers for each Group of 20 DID Numbers		UEPDC						0	19.99
DID Numbers, Non- consecutive DID Numbers, Per Number		UEPDC						0	19.99
Reserve Non-Consecutive DID Nos.		UEPDC						0	19.99
Reserve DID Numbers		UEPDC						0	19.99
Dedicated DS1 (Interoffice Channel Mileage) - FLECO for 4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port									
Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)		UEPDC						147.31	19.99
Interoffice Channel Mileage - Additional rate per mile - 0-8 miles		UEPDC						196.28	19.99
Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)		UEPDC						0	19.99
Interoffice Channel Mileage - Additional rate per mile - 9-25 miles		UEPDC						0	19.99
Interoffice Channel Mileage - Fixed rate 26+ miles (Facilities Termination)		UEPDC						0	19.99
Interoffice Channel Mileage - Additional rate per mile - 26+ miles		UEPDC						0	19.99
Local Number Portability, per DS0 Activated		UEPDC						0	19.99
Central Office Terminating Port		UEPDC						0	19.99
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT									
System is 1 DS1 Loop, 1 DS1 Channel Bank, and up to 24 Feature Activations									
Each System can have up to 24 combinations of rates depending on type and number of ports used									
UNE DS1 Loop									
4-Wire DS1 Loop - UNE Zone 1	1	UEPMG						107.05	19.99
4-Wire DS1 Loop - UNE Zone 2	2	UEPMG						212.7	19.99
4-Wire DS1 Loop - UNE Zone 3	3	UEPMG						251.18	19.99
4-Wire DS1 Loop - UNE Zone 4	4	UEPMG						568.44	19.99
UNE DS0 Channelization Capacities (DS1 Channel Bank Configurations)									
24 DS0 Channel Capacity - 1 per DS1		UEPMG						0	19.99
48 DS0 Channel Capacity - 1 per 2 DS1s		UEPMG						0	19.99
96 DS0 Channel Capacity - 1 per 4 DS1s		UEPMG						0	19.99

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UNE Loop Rates	1	UEPPX	UEPLX	14.59	90	43.52	9.99	19.99	19.99
2-Wire Voice Grade Loop (SL1) - Zone 1	2	UEPPX	UEPLX	19.33	90	43.52	9.99		
2-Wire Voice Grade Loop (SL1) - Zone 2	3	UEPPX	UEPLX	27.63	90	43.52	9.99		
2-Wire Voice Grade Loop (SL1) - Zone 3	4	UEPPX	UEPLX		90	43.52	9.99		
2-Wire Voice Grade Loop (SL1) - Zone 4					90	43.52	9.99		
2-Wire Voice Grade Line Port Rates (BUS - PBX)									
Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	14	90	43.52	9.99		
Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPC	14	90	43.52	9.99		
Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled PBX Toll Terminal Hotel Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled PBX LD DDD Terminal Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDO Capable Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 2-Way PBX Mississippi Local Economy Calling Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 2-Way PBX Mississippi Local Optional Calling Port		UEPPX	UEPPC	14	90	43.52	9.99		
2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPPC	14	90	43.52	9.99		
LOCAL NUMBER PORTABILITY									
Local Number Portability (1 per port)		UEPPX	LNPCP	3.15					
FEATURES									
NONRECURRING CHARGES - CURRENTLY COMBINED									
ADDITIONAL NRCS									
2-Wire Voice Grade Loop/Line Port Combination - Subsequent Nonrecuring		UEPPX	USAS2		0	0			
PBX Subsequent Activity - Charge/Reschedule Multiline Hunt Group					0	0			
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT					14.64	14.64			
UNE Port/Loop Combination Rates									
2-Wire VG Coin Port/Loop Combo - Zone 1				28.59					
2-Wire VG Coin Port/Loop Combo - Zone 2				33.33					
2-Wire VG Coin Port/Loop Combo - Zone 3				41.63					
2-Wire VG Coin Port/Loop Combo - Zone 4				50.47					
UNE Loop Rates									
2-Wire Voice Grade Loop (SL1) - Zone 1		UEPCO	UEPLX	14.59					
2-Wire Voice Grade Loop (SL1) - Zone 2		UEPCO	UEPLX	19.33					
2-Wire Voice Grade Loop (SL1) - Zone 3		UEPCO	UEPLX	27.63					
2-Wire Voice Grade Loop (SL1) - Zone 4		UEPCO	UEPLX	36.47					
2-Wire Coin 2-Way (Coin)									
2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)		UEPCO	UEPRF	14	90	43.52	9.99		
2-Wire Coin 2-Way without Operator Screening and without Blocking, with Dialing Party (None 3) (MS)		UEPCO	UEPMC	14	90	43.52	9.99		
2-Wire Coin 2-Way with Operator Screening and Blocking 011, 900/978, 1-000 (AL, KY, LA, MS, SC)		UEPCO	UEPRA	14	90	43.52	9.99		
2-Wire Coin 2-W with Operator Screening and Blocking 011, 900/978, 1-000, with Dialing Party (MS)		UEPCO	UEPMA	14	90	43.52	9.99		
2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)		UEPCO	UEPRB	14	90	43.52	9.99		
2-Wire Coin 2-Way with Operator Screening and 011 Blocking, with Dialing Party (MS)		UEPCO	UEPMB	14	90	43.52	9.99		
2-Wire Coin 2-Way with Operator Screening & Blocking, 900/978, 1-000, 011*, & Local (AL, KY, LA, MS)		UEPCO	UEPCD	14	90	43.52	9.99		
2-Wire Coin 2-W Oper Screen & Blocking, 900/978, 1-000, 011*, & Local, with Dialing Party (MS)		UEPCO	UEPCJ	14	90	43.52	9.99		
2-Wire Coin Outward without Blocking and without Operator Screening (KY, LA, MS)		UEPCO	UEPPN	14	90	43.52	9.99		
2-Wire Coin Outward without Blocking and without Operator Screening, with Dialing Party (MS)		UEPCO	UEPRM	14	90	43.52	9.99		
2-Wire Coin Outward with Operator Screening and 011 Blocking (GA, KY, MS)		UEPCO	UEPRJ	14	90	43.52	9.99		
2-Wire Coin Outward with Operator Screening and 011 Blocking, with Dialing Party (MS)		UEPCO	UEPRD	14	90	43.52	9.99		
2-Wire Coin Outward with Operator Screening and Blocking 011, 900/978, 1-000 (AL, KY, LA, MS)		UEPCO	UEPRH	14	90	43.52	9.99		
2-Wire Coin Outward Operator Screening & Blocking, 900/978, 1-000, 011*, & Local (AL, KY, LA, MS)		UEPCO	UEPCN	14	90	43.52	9.99		
2-Wire Coin Out Operator Screen & Blocking, 900/978, 1-000, 011*, & Local, with Dialing Party (MS)		UEPCO	UEPCS	14	90	43.52	9.99		



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Unbundled Network Elements  
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	4-Wire Unbundled Copper Loop/Long - Includes manual svc inquiry and facility reservation - Statewide																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Version 2001: 08/30/01

[illegible]

Version 2001: 08/30/01

Version 2001-08-20

[illegible]

Unbundled Network Elements  
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Attachment 2  
Exhibit C

4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	1	UNCI1X	USLXX	57.73	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	2	UNCI1X	USLXX	75.4	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	3	UNCI1X	USLXX	96.59	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCI1X	ILSXX	0.3525								
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNCI1X	UITF1	77.86	171.24	113.12	70.07	30.9	20.35	21.09	9.8	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1	UNCI1X	USLXX	57.73	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2	UNCI1X	USLXX	75.4	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCI1X	USLXX	96.59	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	Interoffice Transport - Dedicated - DS3 - Facility Termination Per Month		UNCI1X	ILSXX	2.34								
2-WIRE VOICE GRADE EXTENDED LOOP 1 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)	DS3 Interoffice Unit (DS1 COC) combination per month		UNCI1X	UITF3	848.99	428.1	153.81	64.43	35.43	20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1	UNCI1X	UCID1	222.98	319.48	126.63	45.53	17.05	20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2	UNCI1X	UCID1	17.58	6.52				20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCI1X	UCID1	57.73	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNCI1X	UCID1	75.4	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
2-WIRE VOICE GRADE EXTENDED LOOP 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)	DS3 Interoffice Unit (DS1 COC) combination per month		UNCI1X	UCID1	17.58	6.52				20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	2-Wire VG Loop used with 1-wire VG Interoffice Transport Combination - Zone 1	1	UNCI1X	UEAL2	16.56	108.76	35.47	72.94	10.86	20.35	21.09	9.8	10.54
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	2	UNCI1X	UEAL2	21.53	108.76	35.47	72.94	10.86	20.35	21.09	9.8	10.54
	2-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3	3	UNCI1X	UEAL2	28.26	108.76	35.47	72.94	10.86	20.35	21.09	9.8	10.54
4-WIRE VOICE GRADE EXTENDED LOOP 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month		UNCI1X	ILSXX	0.0174								
	Interoffice Transport - Dedicated - 2-wire VG combination - Facility Termination per month		UNCI1X	UITF2	18.58	79.86	44.06	69.32	31	20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	4-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1	1	UNCI1X	UEAL4	24.7	108.75	35.47	72.94	10.85	20.35	21.09	9.8	10.54
	4-Wire VG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2	2	UNCI1X	UEAL4	32.25	108.75	35.47	72.94	10.85	20.35	21.09	9.8	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)	4-Wire VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3	3	UNCI1X	UEAL4	42.17	108.75	35.47	72.94	10.85	20.35	21.09	9.8	10.54
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month		UNCI1X	ILSXX	0.0054								
	Interoffice Transport - Dedicated - 4-wire VG combination - Facility Termination per month		UNCI1X	UITF4	24.09	79.83	44.06	69.32	31	20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month		UNCO1C		9.19								
S1S1 DIGITAL EXTENDED LOOP WITH DEDICATED S1S1 INTEROFFICE TRANSPORT (EEL)	High Capacity Unbundled Local Loop - S1S1 combination - Per Mile per month		UNCO1C		9.19								
	Interoffice Transport - Dedicated - DS3 - Per Mile per month		UNCI1X	ILSXX	2.34								
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month		UNCI1X	UITF3	848.99	428.01	153.81	64.43	35.43	20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	High Capacity Unbundled Local Loop - S1S1 combination - Facility Termination per month		UNCO1C		9.19								
2-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - S1S1 combination - Per Mile per month		UNCI1X	ILSXX	2.34								
	Interoffice Transport - Dedicated - S1S1 combination - Facility Termination per month		UNCI1X	UITF3	848.99	428.01	153.81	64.43	35.43	20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	High Capacity Unbundled Local Loop - S1S1 combination - Facility Termination per month		UNCO1C		9.19								
	Interoffice Transport - Dedicated - S1S1 combination - Per Mile per month		UNCI1X	ILSXX	2.34								
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED S1S1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - S1S1 combination - Facility Termination per month		UNCI1X	UITF3	848.99	428.01	153.81	64.43	35.43	20.35	21.09	9.8	10.54
	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	High Capacity Unbundled Local Loop - S1S1 combination - Facility Termination per month		UNCO1C		9.19								
	Interoffice Transport - Dedicated - S1S1 combination - Per Mile per month		UNCI1X	ILSXX	2.34								
	Interoffice Transport - Dedicated - S1S1 combination - Facility Termination per month		UNCI1X	UITF3	848.99	428.01	153.81	64.43	35.43	20.35	21.09	9.8	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED S1S1 INTEROFFICE TRANSPORT (EEL)	Nonrecurring Currently Combined Network Elements Switch - As-is Charge		UNCO1C		52.73	24.62		9.12	9.12	20.35	21.09	9.8	10.54
	First DS1 Loop in S1S1 Interoffice Transport Combination - Zone 1	1	UNCI1X	USLXX	57.73	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	First DS1 Loop in S1S1 Interoffice Transport Combination - Zone 2	2	UNCI1X	USLXX	75.4	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	First DS1 Loop in S1S1 Interoffice Transport Combination - Zone 3	3	UNCI1X	USLXX	96.59	228.4	161.74	79.87	24.88	20.35	21.09	9.8	10.54
	Interoffice Transport - Dedicated - S1S1 combination - Per Mile Per Month		UNCI1X	ILSXX	2.34								
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED S1S1 INTEROFFICE TRANSPORT (EEL)	Interoffice Transport - Dedicated - S1S1 combination - Facility Termination		UNCI1X	UITF3	848.99	428.01	153.81	64.43	35.43	20.35	21.09	9.8	10.54
	S1S1 to DS1 Channel System combination per month		UNCI1X	MO3	222.98	319.48	126.63	45.53	17.05	20.35	21.09	9.8	10.54
	DS1 Interoffice Unit (DS1 COC) combination per month		UNCI1X	UCID1	17.58	6.52				20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS1 Interoffice Transport Combination - Zone 1	1	UNCI1X	UCID1	222.98	319.48	126.63	45.53	17.05	20.35	21.09	9.8	10.54
	Additional DS1 Loop in DS1 Interoffice Transport Combination - Zone 2	2	UNCI1X	UCID1	17.58	6.52				20.35	21.09	9.8	10.54



Unbundled Network Elements  
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Attachment 2  
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Version 2001: 08/30/01

17 JUL 41

	All Features Offered				UEPVB	0	0	0		30.89	7.03
	NONE RECURRING CHARGES (NRC) - CURRENTLY COMBINED										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is				USAC2		1.03	0.29		30.89	7.03
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change				USACC		1.03	0.29			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76		7.97		
	ADDITIONAL NRCs										
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity				USAS2					30.89	7.03
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (WEB - PBX)										
	UNE Port/L-Loop Combination Rates										
	2-Wire VG Loop/Port Combo - Zone 1	1				14.18					
	2-Wire VG Loop/Port Combo - Zone 2	2				18.01					
	2-Wire VG Loop/Port Combo - Zone 3	3				23.02					
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1									
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2			UEPRQ	12.48					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3			UEPLX	16.31					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3			UEPRG	21.32					
	2-Wire Voice Grade Loop/Line Port Rates (WEB - PBX)										
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPRD	1.7	22.14	15.25	3.91	30.89	7.03
	LOCAL NUMBER PORTABILITY										
	Local Number Portability (1 per port)				LNPCP	3.5					
	FEATURES										
	All Features Offered				UEPRQ	0	0	0		30.89	7.03
	NONE RECURRING CHARGES (NRC) - CURRENTLY COMBINED										
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch-As-is				USAC2		1.03	0.29		30.89	7.03
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Conversion - Switch with Change				USACC		1.03	0.29		30.89	7.03
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76		7.97		
	ADDITIONAL NRCs										
	2-Wire Voice Grade Loop / Line Port Combination (PBX) - Subsequent Activity				USAS2	0	0	0		19.99	19.99
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)										
	UNE Port/L-Loop Combination Rates										
	2-Wire VG Loop/Port Combo - Zone 1	1				14.18					
	2-Wire VG Loop/Port Combo - Zone 2	2				18.01					
	2-Wire VG Loop/Port Combo - Zone 3	3				23.02					
	UNE Loop Rates										
	2-Wire Voice Grade Loop (SL 1) - Zone 1	1									
	2-Wire Voice Grade Loop (SL 1) - Zone 2	2			UEPPY	12.48					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3			UEPPX	16.31					
	2-Wire Voice Grade Loop (SL 1) - Zone 3	3			UEPPX	21.32					
	2-Wire Voice Grade Line Port Rates (BUS - PBX)										
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPC	1.7	22.14	15.25	3.91	30.89	7.03
	Line Side Unbundled Outward PBX Trunk Port - Bus				UEPRO	1.7	22.14	15.25	3.91	30.89	7.03
	Line Side Unbundled Incoming PBX Trunk Port - Bus				UEPTI	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled Incoming PBX Trunk Port - Bus				UEPD	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 2-Way Outgoing PBX Tennessee Calling Port				UEPFZ	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 2-Way Outgoing PBX Tennessee Calling Port				UEPFA	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 2-Way Outgoing PBX Usage Port				UEPFA	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled PBX LD TDD Terminal Port				UEPFB	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled PBX LD DDO Terminal Port				UEPFC	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled PBX LD TDD Terminal Port				UEPFD	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled PBX LD TDD Terminal Port				UEPFE	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 2-Way PBX Hospital/Economy Administrative Calling Port				UEPFL	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 1W Out PBX Hospital/Economy Room Calling Port				UEPXM	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 1W Out PBX Hospital/Economy Administrative Calling Port TN Calling Port										
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hospital/Economy Room Calling Port				UEPPX	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPPX	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled PBX Columbia and Memphis Calling Port				UEPPX	1.7	22.14	15.25	3.91	30.89	7.03
	2-Wire Voice Unbundled 2-Way PBX Tennessee Region-Sen Calling Port				UEPPX	1.7	22.14	15.25	3.91	30.89	7.03
	LOCAL NUMBER PORTABILITY										
	Local Number Portability (1 per port)				LNPCP	3.15					
	FEATURES										
	All Features Offered				UEPPX	0	0	0		30.89	7.03

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Unbundled Network Elements  
TENNESSEE

Attachment 2  
Exhibit C

Exchange Port - 2-Wire ISDN Line Side Port NONRECURRING CHARGES - CURRENTLY COMBINED	UEPPB	UEPPB	UEPPB	18.07	141.75	118.37	49.2	43.26	19.99	19.99	19.99	19.99
2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion	UEPPB	UEPPB	USACB	0	117.23	117.23			19.99	19.99	19.99	19.99
ADDITIONAL NRCS												
2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub-Active - Non Feature/Add Trunk	UEPPB	UEPPB	USASB		212.08				19.99	19.99	19.99	19.99
LOCAL NUMBER PORTABILITY												
Local Number Portability (1 per port)	UEPPB	UEPPB	LNPCH	0.35	0	0						
B-CHANNEL USER PROFILE ACCESS:												
CYCSO (DMS/ESS)	UEPPB	UEPPB	UTUCA	0	0	0						
CYS (EWSO)	UEPPB	UEPPB	UTUCB	0	0	0						
CSD	UEPPB	UEPPB	UTUCF	0	0	0						
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (ALL KY, LA, MS, SC, MS, & TN)												
CYCSO (DMS/ESS)	UEPPB	UEPPB	UTUCD	0	0	0						
CYS (EWSO)	UEPPB	UEPPB	UTUCE	0	0	0						
CSD	UEPPB	UEPPB	UTUCF	0	0	0						
USER TERMINAL PROFILE												
User Terminal Profile (EWSO only)	UEPPB	UEPPB	UTUMA	0	0	0						
VERTICAL FEATURES												
All Vertical Features - One per Channel B User Profile	UEPPB	UEPPB	UEPVF	0	0	0						
Interoffice Channel mileage each, including first mile and facilities termination	UEPPB	UEPPB	MITGNC	17.81	53.99	17.37			19.99	19.99	19.99	19.99
Interoffice Channel mileage each, additional mile	UEPPB	UEPPB	MITGNA	0.173	0	0		0				
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT												
LINE Port/4-Wire Loop Combination Rates												
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - LINE Zone 1	1	UEPPB		132.58								
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - LINE Zone 2	2	UEPPB		140.25								
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - LINE Zone 3	3	UEPPB		173.44								
4-Wire DS1 Digital Loop - LINE Zone 1	1	UEPPB	USLAP	57.73								
4-Wire DS1 Digital Loop - LINE Zone 2	2	UEPPB	USLAP	75.4								
4-Wire DS1 Digital Loop - LINE Zone 3	3	UEPPB	USLAP	98.69								
Exchange Port - 4-Wire ISDN DS1 Port												
NONRECURRING CHARGES - CURRENTLY COMBINED												
4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion - Switching	UEPPB	UEPPB	USACP	0	328.53	328.53			19.99	19.99	19.99	19.99
ADDITIONAL NRCS												
4-Wire DS1 Loop/4-Wire ISDN DS1 Digital Trunk Port - Sub-Active - Inward/Two way tel nos within Std. Area Nos	UEPPB	UEPPB	PRITF	0.94					19.99	19.99	19.99	19.99
4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All State Std. Nos)	UEPPB	UEPPB	PRITD	22.36	22.36				19.99	19.99	19.99	19.99
4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Tel Nos Above Std. Area Nos	UEPPB	UEPPB	PRITL	44.71	44.7				19.99	19.99	19.99	19.99
LOCAL NUMBER PORTABILITY												
Local Number Portability (1 per port)	UEPPB	UEPPB	LNPCH	1.75								
INTERFAC (Provisioning Only)												
Voice Data	UEPPB	UEPPB	PRITV	0	0	0						
Digital Data	UEPPB	UEPPB	PRITD	0	0	0						
Inward Data	UEPPB	UEPPB	PRITE	0	0	0						
New or Additional "B" Channel												
New or Additional - Voice/Data B Channel	UEPPB	UEPPB	PRITB	0	28.39				19.99	19.99	19.99	19.99
New or Additional - Digital Data B Channel	UEPPB	UEPPB	PRITD	0	29.11				19.99	19.99	19.99	19.99
New or Additional Inward Data B Channel	UEPPB	UEPPB	PRITB	0	29.39				19.99	19.99	19.99	19.99
New or Additional Usage Sensitive Voice Data B Channel	UEPPB	UEPPB	PRITB	0	28.39				19.99	19.99	19.99	19.99
New or Additional Usage Sensitive Digital Data B Channel	UEPPB	UEPPB	PRITD	0	28.39				19.99	19.99	19.99	19.99
CALL TYPES												
Inward	UEPPB	UEPPB	PRITC	0	0	0						
Outward	UEPPB	UEPPB	PRITC	0	0	0						
Two-way	UEPPB	UEPPB	PRITC	0	0	0						
Interoffice Channel Mileage												
First Each Including First Mile	UEPPB	UEPPB	UNITA	76.1825	145.96	109.85	19.55		19.99	19.99	19.99	19.99
Each Airline-Fractional Additional Mile	UEPPB	UEPPB	UNITB	0.3525								

4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DOTS TRUNK PORT									
UNE Port Loop Combination Rates									
1W DS1 Digital Loop/4W DOTS Trunk Port - UNE Zone 1	1	UEPOC						19.99	19.99
1W DS1 Digital Loop/4W DOTS Trunk Port - UNE Zone 2	2	UEPOC						19.99	19.99
1W DS1 Digital Loop/4W DOTS Trunk Port - UNE Zone 3	3	UEPOC						19.99	19.99
4-Wire DS1 Digital Loop - UNE Zone 1									
4-Wire DS1 Digital Loop - UNE Zone 1	1	UEPOC							
4-Wire DS1 Digital Loop - UNE Zone 2	2	UEPOC							
4-Wire DS1 Digital Loop - UNE Zone 3	3	UEPOC							
4-Wire DS1 Digital Loop - UNE Zone 1									
4-Wire DS1 Digital Loop - UNE Zone 1	1	UEPOC							
4-Wire DS1 Digital Loop - UNE Zone 2	2	UEPOC							
4-Wire DS1 Digital Loop - UNE Zone 3	3	UEPOC							
NONRECURRING CHARGES - CURRENTLY COLLECTED									
4-Wire DS1 Digital Loop/4-Wire DOTS Trunk Port Combination - Switch-as-is									
4-Wire DS1 Digital Loop/4-Wire DOTS Trunk Port Combination - Conversion with									
DS1 Changes									
4-Wire DS1 Digital Loop/4-Wire DOTS Trunk Port Combination - Conversion with									
Change - Trunk									
ADDITIONAL NRCS									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - Subsequent Service Activity Per Service									
Order									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - NHC - Subsequent Channel									
Activation/Chan - 2-Way Trunk									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - Subsequent Channel Activation/Chan - 1-									
Way Outward Trunk									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - Subsequent Channel Activation/Chan									
Inward Trunk w/out DID									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - Subsequent Chan Activation Per Chan -									
Inward Trunk with DID									
4-Wire DS1 Loop/4-Wire DOTS Trunk Port - Subsequent Chan Activation / Chan - 2-Way									
DID w User Trunk									
BIPOLAR & ZERO SUBSTITUTION									
B823 - Superframe Format									
B823 - Extended Superframe Format									
Alternate Mark Inversion									
AM - Superframe Format									
AM - Extended Superframe Format									
Telephone Number/Trunk Group Establishment Charges									
Telephone Number for 2-Way Trunk Group									
Telephone Number for 1-Way Outward Trunk Group									
Telephone Number for 1-Way Inward Trunk Group Without DID									
DID Numbers for each Group of 20 DID Numbers									
DID Numbers, Non-Consecutive DID Numbers - Per Number									
Reserve Non-Consecutive DID Nos.									
Reserve DID Numbers									
Dedicated DS1 (Interoffice Channel Message) - PFPCO for 4-Wire DS1 Digital Loop with 4-Wire DOTS Trunk Port									
Interoffice Channel Message - Fixed rate 0-4 miles (Facilities Termination)									
Interoffice Channel Message - Additional rate per mile - 0-4 miles									
Interoffice Channel Message - Fixed rate 9-25 miles (Facilities Termination)									
Interoffice Channel Message - Additional rate per mile - 9-25 miles									
Interoffice Channel Message - Fixed rate 26-35 miles (Facilities Termination)									
Interoffice Channel Message - Additional rate per mile - 26-35 miles									
Local Number Portability, per DSO Activated									
Central Office Terminating Point									
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT									
System is 1 DS1 Loop, 1 DS1 Channel Bank, and up to 24 Feature Activations									
Each System can have up to 24 combinations of rates depending on type and number of ports used									
UNE DS1 Loop									
4-Wire DS1 Loop - UNE Zone 1	1	UEPMG							
4-Wire DS1 Loop - UNE Zone 2	2	UEPMG							
4-Wire DS1 Loop - UNE Zone 3	3	UEPMG							
UNE DSO Channelization Capacities (DS1 Channel Bank Configurations)									
24 DSO Channel Capacity - 1 per DS1									
48 DSO Channel Capacity - 1 per 2 DS1s									
96 DSO Channel Capacity - 1 per 4 DS1s									
144 DSO Channel Capacity - 1 per 6 DS1s									
192 DSO Channel Capacity - 1 per 8 DS1s									
240 DSO Channel Capacity - 1 per 10 DS1s									
288 DSO Channel Capacity - 1 per 12 DS1s									
336 DSO Channel Capacity - 1 per 14 DS1s									

17 01 01 0000



[illegible]



		2-Wire Voice Unbundled 2-Way PBX Host/Hospital Economy Administrative Calling Port		UEPPX UEPPA	UEPXL UEPXM	14 14	90 90	30.88 30.88	7.00 7.00	
		2-Wire Voice Unbundled 2-Way PBX Host/Hospital Economy Room Calling Port								
		2-Wire Voice Unbundled 1-Way Out PBX Host/Hospital Economy Administrative Calling Port TN		UEPPX	UEPNL	14	90	30.88	7.00	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Host/Hospital Discount Room Calling Port		UEPPX	UEPXD	14	90	30.88	7.00	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	14	90	30.88	7.00	
		2-Wire Voice Unbundled PBX Callwait and Memory Calling Port		UEPPX	UEPXA	14	90	30.88	7.00	
		2-Wire Voice Unbundled 2-Way PBX Tennessee Regulator's Calling Port		UEPPX	UEPYL	14	90	30.88	7.00	
		LOCAL NUMBER PORTABILITY								
		Local Number Portability (1 per port)		LNPCP		3 15				
		FEATURES								
		NONRECURRING CHARGES - CURRENTLY COMBINED								
		2-Wire Voice Grade Loop Line Port Combination - Switch-Ae-Is		USACC			41.5			
		2-Wire Voice Grade Loop Line Port Combination - Switch with Change		USACC			41.5			
		ADDITIONAL								20
		2-Wire Voice Grade Loop Line Port Combination - Subsequent		USASZ			0			
		2-Wire Loop Line Side Port Combination - Non feature - Subsequent Activity.								
		Nonrecuring					0			
		PBX Subsequent Activity - Charge/Rampage Multiple Hunt Group					14.64			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT						19.99	19.99	19.99
		UNE Port/Loss Combination Rates								
		2 Wires Vd Coin Port/Loss Combo - Zone 1				24.48				
		2 Wires Vd Coin Port/Loss Combo - Zone 2				30.31				
		2 Wires Vd Coin Port/Loss Combo - Zone 3				35.52				
		UNE Loop Rates								
		2 Wires Voice Grade Loop (SL) - Zone 1		UEPPO	UEPLX	12 48				
		2 Wires Voice Grade Loop (SL) - Zone 2		UEPPO	UEPLX	16 31				
		2 Wires Voice Grade Loop (SL) - Zone 3		UEPPO	UEPLX	21.32				
		2-Wire Voice Grade Lines Port Rates (Coin)								
		2-Wires Coin 2-Way without Operator Screening and Blocking (TN)		UEPPO	UEPTB	14	90	30.88	7.00	
		2-Wires Coin 2-Way with Operator Screening and Blocking 011, 800/976, 1+000 (NC, TN)		UEPPO	UEPPP	14				
		2-Wires Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPPO	UEPTA	14	90	30.88	7.00	
		2-Wires Coin 2-Way with Operator Screening and Blocking 800/976, 1+000, 011+, and Local (NC, TN)		UEPPO	UEPCA	14	90	30.88	7.00	
		2-Wires Coin Overlaid with Operator Screening and 011 Blocking (TN)		UEPPO	UEPTC	14	90	30.88	7.00	
		2-Wires Coin Overlaid with Operator Screening and Blocking 800/976, 1+000, 011+, and Local (TN)		UEPPO	UEPOT	14	90	30.88	7.00	
		LOCAL NUMBER PORTABILITY								
		Local Number Portability (1 per port)		LNPCP		0 35				
		NONRECURRING CHARGES - CURRENTLY COMBINED								
		2-Wire Voice Grade Loop Line Port Combination - Switch-Ae-Is		USACC			41.5			
		2-Wire Voice Grade Loop Line Port Combination - Switch with Change		USACC			41.5			
		ADDITIONAL								
		2-Wire Voice Grade Loop Line Port Combination - Subsequent		USASZ			0			